

RESOLUTION AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF PRELIMINARY LOAN NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ 6,207,000, THE EXECUTION OF REQUISITION AGREEMENT NO. 6, AND THE EXECUTION AND DELIVERY OF PROJECT TEMPORARY LOAN NOTE NO. 8, IN CONNECTION WITH PROJECT NO. MASS. R-56

WHEREAS, Boston Redevelopment Authority (herein called the "Local Public Agency") has entered into a contract dated as of the 5th day of December, 1962, numbered Contract No. Mass. R-56(L), (which, together with any supplements thereto or amendments, modifications, or waivers of any provisions thereof, is herein called the "Loan and Grant Contract"), with the United States of America (herein called the "Government") providing, in part, for a Project Temporary Loan by the Government to the Local Public Agency under Title I of the Housing Act of 1949, as amended (42 U.S.C. 1450 et seq.), in an amount outstanding at any one time not to exceed \$ 6,479,807 to aid the Local Public Agency in its undertaking and carrying out of a certain urban renewal project (herein called the "Project") designated Project No. Mass. R-56, which is more fully identified in the Loan and Grant Contract; and

WHEREAS, the Government has agreed, pursuant to Requisition Agreement no. 5 with the Local Public Agency dated as of the 14th day of September, 1965 (herein called the "Outstanding Requisition Agreement"), to make a payment on account of said Project Temporary Loan on the 8th day of April, 1966, which Project Temporary Loan payment has been pledged for the payment of the principal of and interest upon the Preliminary Loan Notes (Fifth Series) of the Local Public Agency which mature on the 8th day of April, 1966, and are herein called the "Outstanding Preliminary Loan Notes"; and

WHEREAS, pursuant to advertisement for the receipt of proposals for the purchase of the Sixth Series of Preliminary Loan Notes (herein sometimes called "New Preliminary Loan Notes") of the Local Public Agency aggregating \$ 6,207,000, which appeared in a Notice of Sale published in the _____, ~~in the City of~~ _____, and in the March 1, 1966 issue of the Daily Bond Buyer in the City of New York, proposals for the purchase of said New Preliminary Loan Notes in the form approved by the Local Public Agency were received, opened, and canvassed at the time and place mentioned in

said advertisement, to wit: At Room 350, 73 Tremont Street
 in the City of Boston Massachusetts
 One o'clock, P..M., E.S..T., 'March 15', 1966
 which proposals are as follows:

<u>Name of Bidder</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Premium</u>
First National Bank of Boston	3.28%	\$ 2,000,000	0
First National City Bank (with Bank of America, N. T. & S. A.)	3.41%	3,000,000	\$ 13.00
	3.42%	3,207,000	14.00
Salomon Brothers & Hutzler	3.50%	3,207,000	96.00
	3.50%	3,000,000	91.00

and

WHEREAS, the interest cost at which the Local Public Agency can sell the New Preliminary Loan Notes is substantially lower than the interest rate which the Government is required to charge the Local Public Agency under the terms of the Loan and Grant Contract, and the Government is desirous of cooperating with the Local Public Agency in its endeavor to sell said New Preliminary Loan Notes in order to reduce carrying charges and other costs of the Project:

BE IT RESOLVED BY Boston Redevelopment Authority

AS FOLLOWS:

Section 1. The aforesaid publication of the Notice of Sale and the form and contents thereof as so published are hereby, in all respects, approved, ratified and confirmed.

Section 2. In order to provide funds to defray expenses incurred or to be incurred in the Local Public Agency's undertaking and carrying out of the Project, or to retire, refund, renew, or extend its outstanding notes issued in connection therewith, the Local Public Agency hereby determines to borrow the sum of Six Million, Two Hundred Seven Thousand and 00/100

6,207,000.
 Dollars (\$) and issue its negotiable New Preliminary Loan Notes therefor in aggregate principal amount equal to said sum.

Section 3. The Local Public Agency hereby ratifies and approves the form of the proposal hereinafter in this Section 3 enumerated, for the purchase of the designated principal amount of the New Preliminary Loan Notes, which proposal the Local Public Agency hereby determines will provide the lowest interest cost and is therefore hereby accepted, and said New Preliminary Loan Notes are hereby awarded to said purchaser, as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Purchaser</u>
2,000,000	3.28%	First National Bank of Boston
3,000,000	3.41%	First National City Bank (with
1,207,000	3.42%	Bank of America N. T. & S. A.)

Section 4. Each such note shall be dated the 5th day of April, 1966; shall be designated "Preliminary Loan Note"; shall be payable, as to both principal and interest, to bearer, on the 20th day of January, 1967; and, pursuant to the proposal for the purchase of said notes, hereinabove accepted, shall bear the rate of interest per annum, payable at maturity, shall bear the numbers, be in the denominations, and be payable as to both principal and interest at the bank or trust company, as follows:

<u>Purchaser</u>	<u>Number</u>	<u>Denominations</u>	<u>Interest Rate</u>	<u>Payable At</u>
National Bank of Boston	1-10	\$100,000	3.28%	First National Bank of Boston P. O. Box 2016 Boston, Mass. 02106
	11-22	50,000		
	23-32	25,000		
	33-42	10,000		
	43-52	5,000		
National City Bank (with Bank of America N. T. & S. A.)	53-75	100,000	3.41%	First National City Bank 55 Wall Street New York, New York 1001
	76-99	25,000		
	100-104	10,000		
	105-114	5,000	3.42%	
	115-122	100,000		
	123-134	25,000		
	135-139	10,000		
	140-150	5,000		
	151-152	1,000		

None of the ~~New~~ Preliminary Loan Notes shall be valid until after the bank or trust company at which it is payable shall have signed the agreement, appearing on each such note, to act as paying agent thereof. Each of the New Preliminary Loan Notes shall be signed in the name of the Local Public Agency by the Chairman of the Local Public Agency and shall have the corporate seal of the Local Public Agency impressed thereon and attested by the Secretary thereof, and said officers are hereby authorized and directed to cause said notes to be properly executed.

Section 5. Each of the New Preliminary Loan Notes shall be issued in substantially the form of the note hereto attached and marked "Exhibit A."

Section 6. The Agreement entitled "Requisition Agreement No. 6" (herein sometimes called the "New Requisition Agreement"), which has been executed by the officers of the Local Public Agency, and has been presented to and read before the meeting, and the execution thereof, are hereby fully ratified, confirmed, and approved. Said New Requisition Agreement, when executed by the Government, is hereby declared to be and is hereby assigned by the Local Public Agency for the benefit of the holder or holders from time to time of the New Preliminary Loan Notes, and the proceeds of the Project Temporary Loan Note executed pursuant to Section 7 hereof are hereby irrevocably pledged, first, to the payment, at maturity, of the principal of and interest on the New Preliminary Loan Notes issued pursuant to this Resolution.

Section 7. The Chairman and Secretary of the Local Public Agency are hereby authorized and directed to prepare and execute the Project Temporary Loan Note, in the principal amount of Six Million, Three Hundred Eighty-Seven Thousand, Seven Hundred Eighty-Nine and 00/100 Dollars (\$6,387,789.), described in the New Requisition Agreement, the issuance of which has heretofore been authorized by a certain basic Note Resolution providing for the issuance of certain Project Temporary Loan Notes in connection with Project No. Mass. R-56 and providing for the security for the payment thereof, and for other purposes, duly adopted by the Local Public Agency on the 28th day of November, 1962, as amended the 21st day of October, 1965

Said note shall be designated "Project Temporary Loan Note"; shall be numbered No. 8; shall be dated the 5th day of April, 1966; shall bear interest from the date of the acceptance of the Local Public Agency's delivery thereof and the payment therefor by the Government; shall bear a statement at the foot thereof in substantially the following form:

"Delivery of this note was accepted and payment therefor made on the _____ day of _____, 19____.

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By _____

(Title)";

and shall not be valid until said statement is duly executed on behalf of the Government. Said Project Temporary Loan Note shall be delivered by the Chairman of the Local Public Agency to the Government to be held and paid for by the Government in accordance with the terms and conditions contained in said New Requisition Agreement.

Section 8. The proceeds derived from the sale of the New Preliminary Loan Notes, together with such amount of other appropriate funds of the Local Public Agency as may be necessary, shall be applied, simultaneously with the receipt of said proceeds, as follows:

First: To the payment and discharge of the principal of and interest on the following Project Temporary Loan Notes of the Local Public Agency issued pursuant to the Loan and Grant Contract and held or to be held by the Government for its own use and benefit on the date of the New Preliminary Loan Notes herein authorized:

<u>No.</u>	<u>Date</u>	<u>Principal Amount</u>
7	11-24-65	\$ 835,000

Second: Pursuant to the provisions of the Outstanding Requisition Agreement, the following amount shall be paid to the paying agent named below, for the sole and only purpose of paying the principal of and interest to maturity upon the designated Series of Outstanding Preliminary Loan Notes of the Local Public Agency:

<u>Amount</u>	<u>Paying Agent</u>	<u>Series</u>
\$5,501,068.04	First National City Bank	Fifth Series D

Any balance of such proceeds shall be deposited in the appropriate account or fund established pursuant to the Loan and Grant Contract and shall be used only in accordance with the provisions of the Loan and Grant Contract.

Section 9. The Chairman is hereby authorized and directed to send immediately a letter to each paying agent for the New Preliminary Loan Notes in substantially the form of the letter hereto attached and marked "Exhibit B" and to transmit: (1) the New Preliminary Loan Notes to said paying agent for delivery and payment in accordance with the terms of said letter; (2) \$ 138,392.05 of funds of the Local Public Agency to the Secretary of Housing and Urban Development, to be applied against the payment of the principal of and interest to the date of payment on the Project Temporary Loan Notes described in Section 8 hereof; and (3) funds of the Local Public Agency to the paying agent of the designated Series of Outstanding Preliminary Loan Notes, to be applied against the payment of the principal of and interest to maturity on such Series of Outstanding Preliminary Loan Notes, as follows: **None**

<u>Amount</u>	<u>Paying Agent</u>	<u>Series</u>
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Section 10. This Resolution shall take effect immediately.

Document No. 586

Adopted at Meeting of 3/24/66

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JOHN BOND

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